



THE UNITED STATES PATENT AND TRADEMARK OFFICE

Application of:)	METHOD AND APPARATUS FOR
JACOB E. KUPP ET AL)	DRAWING A MOLE THROUGH A
)	COMPOSITION
Ser. No.: 10/781,236)	Group Art Unit: Unassigned
Filed: 2/18/04)	Examiner: Unassigned

PETITION UNDER 37 CFR 1.47

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313

Sir:

Applicant hereby requests that the above-identified application be made in the name of inventor Jacob E. Kupp, alone. Mr. Wang, one of the joint inventors, has refused to join in the application in spite of diligent efforts being made on behalf of the applicant to obtain his signature on formal papers.

As noted in the attached Declaration of Tom Pranka, Packer Technologies International, Inc. (Packer) is obligated to both a) sign all paperwork necessary for Spartan Tool, L.L. C. (Spartan) to obtain a patent on the above-identified invention and b) assign all of its rights in and to the above-identified application and invention to Spartan. Mr. Pranka, the President of Spartan, as noted in his Declaration, has tried repeatedly to contact persons at Packer, by whom Mr. Wang is employed, who would authorize the signing of the Declaration and Power of Attorney and Assignment forms for the above application by Mr. Wang. In light of the number of calls that have been made to the different individuals at Packer, it is clear that the failure to return any of Mr. Pranka's calls

evidences that Mr. Wang refuses to sign the Declaration and Power of Attorney form as well as the Assignment with respect to this application.

The last known address of the non-signing inventor is noted in Mr. Pranka's Declaration (see ¶ 8).

It is requested that the application be made on behalf of Mr. Kupp, the other inventor, alone.

Respectfully submitted,

By


John S. Mortimer, Reg. No. 30,407

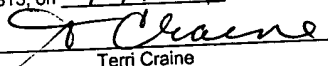
WOOD, PHILLIPS, KATZ,
CLARK & MORTIMER
500 W. Madison St., Suite 3800
Chicago, IL 60661
(312) 876-1800

Date: Sept 17, 2004

37 CFR 1.8

CERTIFICATE OF MAILING

I hereby certify that this correspondence is being deposited with the U.S. Postal Service as first class mail in an envelope addressed to: Commissioner of Patents, P.O. Box 1450, Alexandria, VA 22313, on 9-17-04


Terri Craine



Application of:) METHOD AND APPARATUS FOR
JACOB E. KUPP ET AL) DRAWING A MOLE THROUGH A
Ser. No.: 10/781,236) COMPOSITION
Filed: 2/18/04) Group Art Unit: Unassigned
Examiner: Unassigned

DECLARATION OF TOM PRANKA

Commissioner of Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

1. I am currently the President of Spartan Tool, L.L.C. (Spartan) and have first hand knowledge of the facts stated herein.
2. Spartan worked jointly with Packer Technologies International, Inc. (Packer) in developing the subject matter of the above-identified application.
3. Packer's employee, Yong Wang (Wang), is a co-inventor of the claimed subject matter of the above-identified application.
4. By agreement between Spartan and Packer, dated August 7, 2003 (Attachment A hereto), Packer agreed to a) sign all paperwork necessary for Spartan to obtain patent protection on the subject matter of the above-identified application (See ¶2), and b) assign all rights in the subject matter of the above-identified application to Spartan.
5. At this stage in the project, there has been a breakdown in communication between Spartan and Packer.

6. Over the past several weeks, I personally left several voice mail messages with each of the following individuals at Packer to arrange to obtain Mr. Wang's signature on the Declaration and Power of Attorney (Attachment B hereto) and an Assignment for the above-identified application: a) Chairman of the Board - Warren Denniston; b) Head of Business Development - John Nowicki; and c) Head of Engineering - John Kidd.

7. None of the calls referred to in the prior paragraph has been returned and consequently I have been unable to obtain a signature of Mr. Wang on paperwork, as required by the Agreement (Attachment A).

8. To my knowledge, the last known address of Mr. Wang is as follows:
1203 Meadowbrook Drive, Aurora, IL 60504.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true, and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Date:

9/17/04



Tom Pranka, President
Spartan Tool, L.L.C.

Spartan Tool L.L.C.

800/435-3866



AGREEMENT

This Agreement is entered into this 7th day of August, 2003 by and between Spartan Tool, L.L.C. (hereinafter "Spartan"), a Delaware Limited Liability Corporation having a principal place of business at 1506 West Division St., Mendota, Illinois 61342, and Packer Technologies International, Inc. (hereinafter "PTI"), an Illinois corporation having a principal place of business at 28 W. 715 Mount Street, Bldg. 2, Warrenville, Illinois 60555.

WHEREAS, Spartan wishes to offer for sale, in the U.S. and elsewhere, a new version of a trenchless pipe replacement system (hereinafter a "TPR System") of the same general type currently offered by Spartan as its "Trenchless Replacement System", and shown in Attachment A hereto;

WHEREAS, the new version of Spartan's TPR System (hereinafter "Spartan's New TPR System") will have operating capabilities different than those in the current TPR System, shown in Attachment A hereto, based upon redesign and modification of certain components thereof (hereinafter "TPR System Modifications");

WHEREAS, Spartan has expertise in the design, development, and marketing of TPR Systems;

WHEREAS, Spartan recognizes that PTI has design, development and engineering expertise and is capable of offering valuable assistance in making TPR System Modifications;

Attachment A

WHEREAS, Spartan has already retained PTI to perform design, development, and engineering services with respect to TPR Systems Modifications and intends to continue to do so in the future;

WHEREAS, Spartan and PTI have agreed to a reasonable compensation to be paid to PTI for work done to date, and to be done, on the TPR System Modifications;

WHEREAS, Spartan intends to continue to authorize design, development, and engineering work by PTI on TPR System Modifications and to pay PTI a reasonable agreed upon value for those services;

WHEREAS, PTI recognizes that TPR System Modifications made by PTI to date, and those that will be made by PTI in the future, shall become and remain, the exclusive property of Spartan;

WHEREAS, PTI agrees, upon being requested by Spartan, to assign to Spartan all rights in and to all TPR System Modifications, made by or for PTI, including the right to obtain worldwide patents;

WHEREAS, PTI acknowledges that all materials given to PTI by Spartan, or developed by PTI in making TPR System Modifications are, and shall remain, the exclusive property of Spartan;

NOW THEREFORE, in consideration of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

1. Spartan shall continue to use the services of PTI in making TPR System Modifications and shall pay an agreed appropriate compensation for such services for long as Spartan deems such services necessary and helpful in the design, development, and engineering of Spartan's New TPR System.

2. PTI agrees that it will, at the request of Spartan, execute all paperwork necessary to assign all rights in and to all TPR System Modifications exclusively to Spartan, including the right to obtain patents on any such TPR System Modifications on a worldwide basis.

3. PTI agrees to sign all paperwork, and to provide whatever assistance is necessary, to allow Spartan to obtain patent protection on any of the TPR System Modifications anywhere in the world.

4. PTI agrees to take all steps necessary to assure that any work done by any third party for PTI on the TPR System Modifications is controlled so that any such third party will be obligated to assign, and shall assign, all rights to any TPR System Modifications in which it is involved, to Spartan, either directly or indirectly through PTI.

5. PTI agrees to maintain any work done for Spartan on TPR System Modifications in confidence and shall disclose information to third parties only as necessary to assist its own efforts in designing, development, or engineering TPR System Modifications, and shall take all steps necessary to make certain that any such third party agrees to the same confidentiality.

6. In the event Spartan no longer requires the services of PTI with respect to the New TPR System, Spartan may terminate the relationship with PTI and shall thereafter be obligated to PTI to pay a reasonable compensation for those services already satisfactorily performed.

7. Spartan may request, at any time, that PTI turn over to Spartan, and PTI shall thereafter immediately turn over to Spartan, all materials relating to work by PTI or any entity assisting PTI, for Spartan with respect to TPR Systems, including all drawings, prototypes and other materials developed with respect to work for Spartan on the TPR System, including any and all copies of these materials.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the day and year first above written.

Spartan Tool, L. L. C.

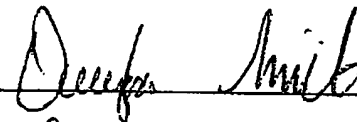
By



Tom Pranka, President

Packer Technologies International, Inc.

By



Title:

Director of Engineering



DECLARATION AND POWER OF ATTORNEY FOR UTILITY OR DESIGN PATENT APPLICATION (37 CFR 1.63)	<input type="checkbox"/> Declaration Submitted With Initial Filing	<input checked="" type="checkbox"/> Declaration Submitted After Initial Filing (surcharge (37 CFR 1.16(a)) required
	Attorney Docket No.: 00854P0027US	
	First Named Inventor: Jacob Kupp	
	<i>COMPLETE IF KNOWN</i>	
	Application Number: 10/781,236	
	Filing Date: February 18, 2004	
Group Art Unit:		
Examiner Name:		

As a below-named inventor, I hereby declare that:

My residence, post office address, and citizenship are as stated below next to my name.

I believe I am the original, first, and sole inventor (if only one name is listed) or an original, first and joint inventor (if plural names are listed) of the subject matter which is claimed and for which a patent is sought on the invention entitled: **METHOD AND APPARATUS FOR DRAWING A MOLE THROUGH A COMPOSITION**, the specification of which:

☐ is attached hereto; or

☐ was filed on 2/18/03 as Application Serial No. 10/781,236 and was amended on _____ (if applicable).

I hereby state that I have reviewed and understand the contents of the above-identified specification, including the claims, as amended by any amendment referred to above.

I acknowledge the duty to disclose all information which is material to patentability as defined in 37 CFR. 1.56, including for continuation-in-part applications, material information which became available between the filing date of the prior application and the national or PCT international filing date of the continuation-in-part application.

I hereby claim foreign priority benefits under 35 U.S.C. 119(a)-(d) or 365(b) of any foreign application(s) for patent or inventor's certificate, or 365(a) of any PCT international application which designated at least one country other than the United States of America, listed below and have also identified below, by checking the box, any foreign application for patent or inventor's certificate, or any PCT international application having a filing date before that of the application on which priority is claimed.

Prior Foreign Application Numbers	Country	Foreign Filing Date (MM/DD/YYYY)	Priority Not Claimed	Certified Copy Attached?	
				YES	NO
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

☐ Additional foreign application numbers are listed on a supplemental priority data sheet attached hereto.

I hereby claim the benefit of any United States application(s) listed below.

Attachment B

Application Number(s)	Filing Date	<input type="checkbox"/> Additional application numbers are listed on a supplemental priority data sheet attached hereto.

The undersigned hereby authorizes the U.S. attorney(s) or agent(s) named herein to accept and follow instructions from the assignee, if any, of the undersigned or from ____ as to any action to be taken in the Patent and Trademark Office regarding this application without direct communication between the U.S. attorney(s) or agent(s) and the undersigned. In the event of a change in the persons from whom instructions may be taken, the U.S. attorney(s) or agent(s) named herein will be so notified by the undersigned.

As a named inventor, I hereby appoint the following registered practitioner(s) to prosecute this application and to transact all business in the Patent and Trademark Office connected therewith:

Clark, Jeffrey L.	Reg. No. 29,141	Monco, Dean A.	Reg. No. 30,091
Fairchild, Jeffery N.	Reg. No. 37,825	Mortimer, John S.	Reg. No. 30,407
Geimer, Stephen D.	Reg. No. 28,846	Mueller, Lisa V.	Reg. No. 38,978
Hoover, Allen J.	Reg. No. 24,103	Odell, Paul M.	Reg. No. 28,332
Katz, Martin L.	Reg. No. 25,011	Phillips, Richard S.	Reg. No. 17,314
McLaughlin, F. William	Reg. No. 32,273	Siegel, Joel E.	Reg. No. 25,440

whose mailing address for this application is: WOOD, PHILLIPS, KATZ, CLARK & MORTIMER
 Citicorp Center, Suite 3800
 500 West Madison Street
 Chicago, Illinois 60661-2511
 Telephone: (312) 876-1800
 Facsimile: (312) 876-2020

**Customer Number (32116)
 and/or Bar Code Label:**

I hereby declare that all statements made herein of my knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. 1001 and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Name of Sole or First Inventor: Jacob Kupp	
Citizenship: USA	
Residence: 9850 Chicago Road, Waterman, IL 60556	
Post Office Address (if different):	
Signature: <i>Jake Kupp</i>	Date: 4-30-04
<input type="checkbox"/> A petition has been filed for this unsigned inventor.	

Name of Additional Inventor, if any: Yong Wang	
Citizenship:	
Residence: 1203 Meadowbrook Drive, Aurora, IL 60504	
Post Office Address (if different):	
Signature:	Date:
<input type="checkbox"/> A petition has been filed for this unsigned inventor.	

Name of Additional Inventor, if any:	
Citizenship:	
Residence:	
Post Office Address (if different):	
Signature:	Date:
<input type="checkbox"/> A petition has been filed for this unsigned inventor.	

Name of Additional Inventor, if any:	
Citizenship:	
Residence:	
Post Office Address (if different):	
Signature:	Date:
<input type="checkbox"/> A petition has been filed for this unsigned inventor.	

Name of Additional Inventor, if any:	
Citizenship:	
Residence:	
Post Office Address (if different):	
Signature:	Date:
<input type="checkbox"/> A petition has been filed for this unsigned inventor.	